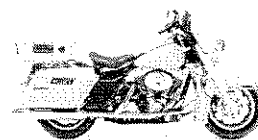




POLICE

Order Request Form-2007 Model Year

Fax to: (414) 343-7762



FACTORY ORDER NUMBER/STATUS WILL BE POSTED WITHIN FIVE WORKING DAYS ON H-DNET.COM OR TALON
PLEASE SEE THE 2007 MODEL YEAR FLEET SALES POLICY FOR COMPLETE ORDER REQUIREMENTS

DEALER INFORMATION

Date	City / State <i>LINCOLN, NEBRASKA</i>	Ordering Dealer # <i>2698</i>	Deliver to SRL #
Dealer Fax # <i>402 466-9100</i>	Dealer Signature <i>[Signature]</i>		Print Name <i>Roger J. Utchit</i>
Your Email Address: <i>Rogera@Frontierhd.com</i>			

CUSTOMER INFORMATION

Purchaser (must correspond with the SWR submitted by Dealer) <i>City of Lincoln Police Department</i>		Title/Rank	
Purchaser's Address <i>575 South 10th St</i>			
City <i>Lincoln</i>		State <i>NE</i>	Zip <i>68508</i>
Phone <i>402 441-7216</i>		Fax <i>402-441-7010</i>	
Purchase Order No.	Lease <i>24 months</i>	Other	
Signature of Authorized Purchasing Agent		Date	<input type="checkbox"/> New Law Enforcement Agency to Harley-Davidson

DOCUMENTS ATTACHED TO ORDER REQUEST ARE AS FOLLOWS: (please check all boxes that apply)

☒ Purchase Order OR Letter from Law Enforcement Agency ☒ Lease Agreement ☐ Special Paint Form (if applicable)

ORDERING INFORMATION

(If ordering a DEMO please check appropriate box below)

MODEL	QTY	ABS	SECURITY	COLOR	DEMO	PHASE
FLHTP Electra-Glide (Cast Wheels Only)	<i>6</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (ABS available on FL models only)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If no security option checked will default to NO)	<input type="checkbox"/> Birch White <input type="checkbox"/> Black <input checked="" type="checkbox"/> Other: <i>CHP Style</i> (special paint form required available on h-dnet)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1 2 <u>3</u> 4
FLHP Road King (Cast Wheels Only)		<input type="checkbox"/> Yes <input type="checkbox"/> No (ABS available on FL models only)	<input type="checkbox"/> Yes <input type="checkbox"/> No (If no security option checked will default to NO)	<input type="checkbox"/> Birch White <input type="checkbox"/> Black <input type="checkbox"/> Other: _____ (special paint form required available on h-dnet)	<input type="checkbox"/> Yes <input type="checkbox"/> No	1 2 3 4
XLH 883 Sportster (Cast Wheels Only)		ABS NOT AVAILABLE	<input type="checkbox"/> Yes <input type="checkbox"/> No (If no security option checked will default to NO)	<input type="checkbox"/> Birch White <input type="checkbox"/> Black	<input type="checkbox"/> Yes <input type="checkbox"/> No	1 2 3 4

▼ IMPORTANT ▼

FACTORY ORDER NUMBER WILL BE
POSTED WITHIN FIVE WORKING DAYS ON
H-DNET.COM OR TALON

FACTORY ORDER NO.

DATE ORDER ENTERED:

COMMENTS:

**** APPROPRIATE FORMS MUST BE ATTACHED TO THIS ORDER REQUEST BEFORE THE ORDER IS ENTERED ****

DEALER (NAME AND ADDRESS) <u>Frontier Harley-Davidson Inc.</u> VEHICLE LOCATION IF OTHER THAN BELOW:	SCHEDULE OF PAYMENTS MONTHLY PAYMENTS OF \$ <u>1217⁶⁴</u> <small>(applicable taxes to be billed)</small> EXCEPT AS OTHERWISE NOTED BELOW: <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER <u>24</u> PAYMENTS OF \$ <u>1217⁶⁴</u> <small>(applicable taxes to be billed)</small> PAYABLE AT SIGNING OF LEASE 1st MONTH'S PAYMENT \$ <u>1217⁶⁴</u> SECURITY DEPOSIT \$ <u>0</u> COMMERCIAL LEASE ACQUISITION FEE \$ <u>0</u> OTHER \$ <u>0</u> TOTAL \$ <u>1217⁶⁴</u> PURCHASE OPTION (check one) <input type="checkbox"/> NONE <input type="checkbox"/> FAIR MARKET VALUE
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VEHICLE DESCRIPTION						
New/Used	Year	Make & Model	Body Type	Vehicle Identification Number	Primary Use	Mileage of Odometer
New	2007	Harley-Davidson FLHTP	Police	Pending	Business or Agricultural	4-Approx

Dear Lessee: Except We have written this lease in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated below. The words we, us, and our refer to the Lessor indicated below.

1. **LEASE AGREEMENT:** You agree to lease from us and we agree to lease to you, the vehicle listed above or on any schedule to this lease. You agree that, at our option, any schedule to this lease shall be considered a separate lease and the terms and conditions of this lease agreement shall also apply to any schedule. You promise to pay us the sum of all of the rental payments indicated above or on any schedule, which sum can be calculated by multiplying the number of payments times the payment amount indicated above or on any schedule. The amount of each rental payment shown above or on any schedule is based on our estimated total cost of the vehicle including, if applicable, installation costs. The rental payment shall be raised or lowered, in a proportionate manner, if the actual total cost of the vehicle is greater than or less than the estimate, and you authorize us to adjust the rental payment by up to ten percent (10%) if it is necessary.

2. **ORDERING VEHICLE:** You request that we arrange delivery to you at your expense. In the event that we have issued a purchase contract or order for the vehicle, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the vehicle, you agree to assign it to us, effective when we pay for the vehicle.

3. **NO WARRANTIES:** We are leasing the vehicle to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties made to us by the manufacturer or supplier. You understand and agree that the Vendor, its agents and employees are not agents of ours, nor are they authorized to waive or change any term or condition of this lease. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF PROFITS YOU EXPECTED TO MAKE OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. If you have entered into a maintenance agreement with us with respect to the vehicle and the cost of such maintenance agreement is to be paid over the term, or portion of the term, of this lease, then you acknowledge that anyone to whom we assign this lease shall not be responsible for the service, repairs, nor maintenance of the vehicle, that such assignee is not a party to any such maintenance agreement, and even if you have a dispute regarding maintenance or service you will continue to pay such assignee all rental and maintenance payments due under this lease and all schedules to this lease.

4. **NON-CANCELABLE LEASE:** This lease cannot be canceled by you.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

LESSOR: Frontier Harley-Davidson Leasing ACCEPTED: By: <u>[Signature]</u> Title: <u>General Manager</u> Date: <u>11-28-2006</u> Mailing Address: Frontier Harley-Davidson Leasing 2801 North 27 th St. Lincoln, Nebraska 68521	LESSEE (FULL LEGAL NAME) <u>City of Lincoln Police Dept.</u> BILLING ADDRESS <u>575 So 10th St</u> <u>Lincoln Lancaster NE 68508</u> CITY COUNTY STATE ZIP PHONE NO. <u>(402) 441-7216</u> DATE _____ Fed. ID No. or Social Security No. _____ Tax Exempt No. _____ (The undersigned certifies that the vehicle shall be used for business purposes and agrees that no modification to this lease will be effective unless made in writing and signed by both parties.) By: <u>X</u> _____ AUTHORIZED SIGNATURE TITLE PRINT NAME _____
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Lease Addendum

No maintenance, modification and/or repairs shall be performed by any party other than Lessor without the explicit consent of Lessor. Non-conformity with this provision shall place the Lessee in default.

Non-Warranty labor and parts repair costs to be at fair market value.

ACCEPTED:

By: [Signature] General Manager
 Lessor/Title

By: _____
 Lessee/Title

6. **TERMS OF LEASE, COMMERCIAL LEASE ACQUISITION FEE:** The lease term will start on the date that any vehicle is delivered to you or your agent ("the Commencement Date") and will continue until you have met all of your obligations under the lease. The payments of rent are payable periodically in advance as stated on the reverse side or on any schedule to this lease. The first payment is due on the Commencement Date. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day each period indicated on the reverse side. All payments will be made to us at our address on this issue, or at another address which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert vehicle identification numbers and other identification data about the vehicle, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. On the Commencement Date of this lease and each schedule to this lease, you shall pay to us a one-time administrative fee, not to exceed \$500.00, to reimburse us for our start-up administrative and recording costs.

7. **ASSIGNMENT:** You may not sell, transfer, assign or sublease the vehicle. We may, without notifying you, sell, assign or transfer this lease and ownership of the vehicle; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or setoffs that you may have against us. However, any such assignment, sale, or transfer of this lease or vehicle will not relieve us of our obligations to you under this lease.

8. **OWNERSHIP AND QUIET ENJOYMENT:** We are the owner of the vehicle and have title to the vehicle. If any other person attempts to claim ownership of the vehicle by asserting that claim against you or through you, you agree, at your expense, to protect and defend our title to the vehicle. Further, you agree that you will at all times keep the vehicle free from any legal process or lien whatsoever, and you shall give us immediate notice if any legal process or lien is asserted or made against the vehicle. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the vehicle.

9. **CARE, USE AND LOCATION; LOSS OF VEHICLE:** You are responsible for keeping the vehicle in good working order and repair. You will keep the vehicle only at your address shown on the reverse side, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations to the vehicle without our prior written consent (which we will not unreasonably withhold). At the end of the term of lease, you will return the vehicle to us, at your expense. You are responsible for protecting the vehicle from damage, except for ordinary wear and tear and from any other kind of loss while you have the vehicle or while it is being delivered to you. In the event the vehicle is lost or damaged, so long as you are not in default under the lease or any other obligations to us, then you shall have the option to: (i) repair or replace the vehicle, or (ii) pay to us the then present value of both the unpaid balance of the remaining rent under the Lease and the present value of our residual interest in the vehicle (each computed with a discount rate of six percent (6%) per year).

10. **TAXES AND FEES:** You agree to pay when due all taxes, fines, registration fees and penalties relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the vehicle and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, fines, registration fees or penalties for you, you agree to reimburse us on demand and your payment will be based on the full amount of such taxes, without regard to any discounts we may obtain due to early payment or otherwise. You also agree that we have the right to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the vehicle.

11. **INDEMNITY:** We are not responsible for any injuries or losses to you or any other person caused by the use of the vehicle. You agree to reimburse us for and to defend us against any claims for such losses or injuries, including those arising out of negligence, tort or strict liability claims. This indemnity shall continue even after the term of this lease has expired.

12. **INSURANCE:** You agree to provide and maintain at your own expense (a) insurance against loss, theft, damage or destruction to the vehicle, for up to the full replacement value, naming us as loss payee; and (b) public liability and property damage insurance naming us as an additional insured. Such insurance (and written evidence delivered to us at our request) shall be satisfactory to us. If you fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law, whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the vehicle, so long as you are not in default under this lease or any other obligation to us, then you shall have the option to: (i) use the insurance proceeds to repair or replace the vehicle, or (ii) apply the insurance proceeds toward your obligations under this lease. If insurance is placed under this Paragraph 11, you shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. We reserve the right to terminate any such insurance coverage which we may arrange, and we may allow any such insurance coverage to lapse without having any liability to you. In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage. You hereby appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any insurance policies.

13. **DEFAULT AND REMEDIES:** If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can require that you return the vehicle to us and pay to us the remaining balance of all of the rental payments due under this lease, present valued using a six percent (6%) per year discount rate. If you fail to return the vehicle to us, in addition we can also require that you pay to us our residual interest in the vehicle, present valued as noted above. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half percent (1½%) per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay our reasonable attorney's fees, and actual costs. If we have to take possession of the vehicle, you agree to pay the cost of repossession, storing, shipping, repairing and selling the vehicle. Although you agree that we are not obligated to do so, if we decide to sell the vehicle, and we are able to sell the vehicle for a price that exceeds the sum of (a) our cost of repossession and sale of the vehicle and (b) the residual value of the vehicle, present valued as calculated above, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the vehicle.

14. **OTHER RIGHTS:** You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the vehicle. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statement/s or related filings, as well as the right to sign your name to any such filings that we make. In the event this lease is determined to be a security agreement, our recovery shall in no event exceed the maximum permitted by law.

15. **REDELIVERY OF VEHICLE:** In the event that we give you a Purchase Option Letter for the vehicle covered by this lease or any schedule to this lease, and you decide to purchase the vehicle according to its terms, you shall purchase all, but not less than all, of the vehicle. If you decide not to purchase all of the vehicle, then when this lease expires, or it is terminated earlier, you shall return the vehicle to us, in good repair, condition and working order, normal wear and tear excepted, to a location designated by us. If upon expiration or termination, you do not immediately return the vehicle to us, at our option (a) we will arrange for removal of the vehicle and you agree to pay us an amount equal to the cost of removal. Provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the vehicle.

16. **LATE CHARGE:** If any part of a payment is not made by you when due, you agree to pay us a late charge of ten percent (10%) of each such late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

17. **ENTIRE AGREEMENT; CHANGES:** This lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us.

18. **MISCELLANEOUS:** In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. Please note that, in the event you fail to comply with Paragraph 12 of this lease, we can, but we do not have to, have such insurance protecting us placed at your expense, without prior notice to you, and charge you as described in Paragraph 12. If any notices are required under this lease, they shall be sufficient if given personally or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NE. HOWEVER, IN THE EVENT THIS LEASE OR ANY OF ITS PROVISIONS CANNOT BE ENFORCED UNDER THE LAWS OF THAT STATE THEN THE LAWS OF THE STATE WHERE THE VEHICLE IS LOCATED SHALL GOVERN. YOU AGREE THAT THE COURT OF THE STATE OF NE AND (LAW) COUNTY OR ANY FEDERAL DISTRICT COURT HAVING THE JURISDICTION IN THAT COUNTY SHALL HAVE NON-EXCLUSIVE JURISDICTION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

19. **UCC-ARTICLE 2A PROVISIONS:** You agree that this lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"), that is, you acknowledge that: (a) we did not select, manufacture or supply the vehicle, but we did purchase the vehicle for lease to you; and (b) we have given you the name of the supplier of the vehicle you are leasing from us. The supplier is set forth in this lease or on the attached schedule. We hereby notify you that you may have rights under the supply contracts and that you may contact the supplier for a description of those rights or any warranties. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon you under UCC Sections 2A-303 AND 2A-508 through 522.

20. **REPRESENTATIONS AND COVENANTS OF LESSEE:** Lessee represents that all financial and other information furnished to Lessor was, at the time of delivery, true and correct. During the term of the lease, Lessee shall provide Lessor with such interim or annual financial statements as Lessor requests.

21. **USE:** You agree that you will not: (a) allow unlicensed drivers to drive the vehicle; (b) use or allow the vehicle to be used illegally or contrary to the provisions of any applicable insurance policy; (c) use or allow the vehicle to be used improperly, for hire, or as a public conveyance; (d) use the vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations; (e) remove the vehicle from the United States, except for trips to Canada for less than 30 days; (f) alter, mark, or install equipment in the vehicle without Lessor's written consent; (g) expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, regardless of whether the vehicle was the subject of formal judicial or administrative proceedings.

22. **MAINTENANCE, REPAIRS AND OPERATING EXPENSES:** You agree to maintain and repair the vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the vehicle and as the manufacturer requests in any recall campaign. If you do not maintain or repair the vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to your obligation under this Lease. Lessor may require you to pay this cost upon demand.

23. **EXCESS WEAR:** "Excess wear" includes: (a) glass that is damaged or that you have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing wheel covers, tools or wheel wrench; (e) missing or unsafe wheels or tires (including spare); (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained dash, floor covers, seats, head liners, upholstery, interior work, or trunk liners; (h) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

24. **ODOMETER DISCLOSURE REQUIREMENT:** Federal law requires you to disclose the vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the vehicle. You may be fined and/or imprisoned if you fail to complete the disclosure or if you make a false statement.

25. **ALTERATIONS TO THE VEHICLE:** You agree not to make any alterations or add any special equipment to the vehicle without our written consent. You agree not to alter, adjust or disconnect the odometer, emission controls or similar equipment.

26. **SEVERABILITY:** You and we agree that if any provision of this Lease is found unenforceable by any court, the remaining provisions of the Lease will remain in full force and effect.

27. **CHOICE OF LAW:** You and we agree that this Lease is governed by the law of the state of NE, without regard to the conflicts law of that state.